

1 Michael D. Rounds
2 Nevada Bar No. 4734
3 BROWNSTEIN HYATT FARBER SCHRECK, LLP
4 5371 Kietzke Lane
5 Reno, Nevada 89511
6 Telephone: 775-324-4100
7 Facsimile: 775-333-8171
8 Email: mrounds@bhfs.com

9
10 Gary R. Sorden (admitted *pro hac vice*)
11 Tim Craddock (admitted *pro hac vice*)
12 KLEMCHUK LLP
13 8150 N. Central Expressway, 10th Floor
14 Dallas, Texas 75206
15 Telephone: 214-367-6000
16 Facsimile: 214-367-6001
17 Email: gary.sorden@klemchuk.com
18 tim.craddock@klemchuk.com

19
20 *Attorneys for Eyetalk365, LLC*

21
22 **UNITED STATES DISTRICT COURT**
23 **DISTRICT OF NEVADA**

24
25 EYETALK365, LLC,

26 *Plaintiff,*

27 Case No. 3:17-cv-00686-MMD-WGC

28 v.

1 ZMODO TECHNOLOGY
2 CORPORATION LIMITED,

3 *and related case*

4 *Defendant.*

5 EYETALK365, LLC,

6 *Plaintiff,*

7 Case No. 2:17-cv-02714-RCJ-PAL

8 v.

9 **PROTECTIVE ORDER**

10 ZMODO TECHNOLOGY
11 CORPORATION LIMITED,

12 *Defendant.*

1 It is hereby ORDERED by the Court that the following restrictions and
2 procedures shall apply to certain information, documents and excerpts from documents
3 supplied by the parties to each other in response to discovery requests:

4 1. Counsel for any party may designate any document or information
5 contained in a document as confidential if counsel determines, in good faith, that such
6 designation is necessary to protect the interests of the client. Information and
7 documents designated by a party as confidential will be labeled “CONFIDENTIAL –
8 PRODUCED PURSUANT TO PROTECTIVE ORDER.” “Confidential” information
9 or documents may be referred to collectively as “confidential information.”

10 2. Access to any documents marked “CONFIDENTIAL – PRODUCED
11 PURSUANT TO PROTECTIVE ORDER” shall be limited to:

- 13 a. The requesting party and counsel;
- 14 b. Employees of such counsel assigned to and necessary to assist in
15 the litigation;
- 16 c. Consultants or experts to the extent deemed necessary by counsel;
- 17 d. Any person from whom testimony is taken or is to be taken, except
18 that such a person may only be shown confidential information
19 during and in preparation for his/her testimony and may not retain
20 the confidential information; and
- 21 e. The Court or the jury at trial or as exhibits to motions.

22 3. Counsel for any party may designate any documents or information
23 contained in any document as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
24 ONLY” if counsel determines, in good faith, that such designation is necessary to
25 protect the information within the scope of Fed. R. Civ. P. 26(c), including
26 information that relates to , among other things, trade secrets, pending patent
27 applications, research and development or other highly sensitive technical

1 information, or highly-sensitive business-related financial information including
2 abstracts, summaries, or information derived therefrom.

3 4. Access to any documents marked “HIGHLY CONFIDENTIAL –
4 ATTORNEYS’ EYES ONLY” shall be limited to:

- 5 a. The Court and its staff;
- 6 b. Attorneys, their law firms, their employees and agents, and their Outside
7 Vendors;
- 8 c. Persons shown on the face of the document to have authored or received
9 it, any person who has previously seen or was aware of it, and/or the
10 producing party or its designated representatives (e.g., a 30(b)(6) witness);
- 11 d. Court reporters retained to transcribe testimony and independent language
12 interpreters used at deposition or hearings;
- 13 e. Other outside persons (i.e., persons not currently employed by any party)
14 who are retained by a party or its Attorneys to provide assistance or to
15 furnish technical or expert services, and/or give testimony in this action
16 who have signed Exhibit A attached hereto; and
- 17 f. Other persons only by written consent of the producing party or upon
18 order of the Court and on such conditions as may be agreed or ordered.

20 All such persons shall sign Exhibit A.

21 5. Prior to disclosing or displaying to any person information or documents
22 marked “CONFIDENTIAL – PRODUCED PURSUANT TO PROTECTIVE
23 ORDER” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” counsel
24 shall:

- 25 a. Inform the person of the confidential nature of the information or
26 documents; and

b. Inform the person that this Court has enjoined the use of the information or documents by him/her for any purpose other than this litigation and has enjoined the disclosure of that information or documents to any other person.

6. In the event that a party receiving confidential information (“Receiving Party”) intends to display to and discuss with a person identified in Paragraphs 2(c) and (d) or 4(e) and (f) (“Qualified Person”) confidential information disclosed by another party (“Disclosing Party”), the Receiving Party shall first disclose the identity of such Qualified Person to the Disclosing Party. If the Qualified Person is one identified in Paragraphs 2(c) or 4(e), the Receiving Party shall also provide to the Disclosing Party the Qualified Person’s resumé. The Receiving Party shall then have five (5) business days to object to the disclosure of **CONFIDENTIAL INFORMATION** or **HIGHLY CONFIDENTIAL INFORMATION** to the Qualified Person. The Parties shall then attempt to resolve the objection by meeting and conferring. If the parties cannot resolve the objection, the Disclosing Party shall have the obligation of filing a motion with the Court in order to resolve the dispute within three (3) business days of the Parties’ meeting.

7. Information marked in accordance with this Order may be displayed to and discussed with Qualified Persons only on the condition that prior to any such display or discussion, each such person shall be asked to sign an agreement to be bound by this Order in the form attached as Exhibit A. In the event such person refuses to sign an agreement in the form attached as Exhibit A, the party desiring to disclose the confidential information may seek appropriate relief from this Court.

8. Third parties producing documents in the course of this action may also designate documents as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” subject to the same protections and constraints as the

1 parties to the action. A copy of the Protective order shall be served along with any
2 subpoena served in connection with this action. All documents produced by such
3 third parties shall be treated as ‘HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
4 ONLY” for a period of 7 days from the date of their production, and during that
5 period any party may designate such documents as “CONFIDENTIAL” or “HIGHLY
6 CONFIDENTIAL – ATTORNEYS EYES ONLY” pursuant to the terms of the
7 Protective Order.

8 9. Unless otherwise ordered by the Court, or otherwise provided for herein,
10 the confidential information disclosed will be held and used by the person receiving
11 such information solely for use in connection with the above-captioned action.

12 10. In the event a party challenges another party’s confidential designation,
13 counsel shall make a good faith effort to resolve the dispute, and in the absence of a
14 resolution, the challenging party may thereafter seek resolution by the Court. Nothing
15 in this Protective Order constitutes an admission by any party that confidential
16 information disclosed in this case is relevant or admissible. Each party specifically
17 reserves the right to object to the use or admissibility of all confidential information
18 disclosed, in accordance with applicable law.

19 11. For the purpose of Paragraphs 2(d) and (e) and 4(d) and (e) it is
20 understood by the parties that any documents which become part of an official judicial
21 proceeding or which are filed with the Court are public documents, and that such
22 documents can and will be sealed by the court only upon motion and in accordance
23 with applicable law. This Protective Order does not provide for the automatic sealing
24 of such documents.

25 12. At the conclusion of litigation, the confidential information and any
26 copies thereof shall be promptly (and in no event later than thirty (30) days after entry
27
28

of a final judgment no longer subject to further appeal) returned to the producing party or certified as destroyed.

13. The foregoing is entirely without prejudice to the right of any party to apply to the Court for any further Protective Order relating to confidential information; or to object to the production of documents or information; or to apply to the Court for an order compelling production of documents or information; or for modification of this Order.

IT IS SO ORDERED.

1 April 4, 2018

BROWN HYATT FARBER SCHRECK LLP

3 By: /s/ Gary R. Sorden

4 Michael D. Rounds, Esq.

5 Nevada Bar No. 4734

5371 Kietzke Lane

6 Reno, Nevada 89511

7 Telephone: 775-324-4100

Facsimile: 775-333-8171

8 Email: mrounds@bhfs.com

9 Gary R. Sorden (admitted *pro hac vice*)

10 Tim Craddock (admitted *pro hac vice*)

11 **KLEMCHUK LLP**

12 8150 N. Central Expressway

13 10th Floor

14 Dallas, Texas 75206

15 Tel. 214.367.6000

16 Fax 214.367.6001

17 Email: gary.sorden@klemchuk.com

18 tim.craddock@klemchuk.com

19 *Attorneys for Plaintiff*

20 *Eyetalk365, LLC*

AKERMAN LLP

By: /s/ Thomas G. Pasternak

Melanie D. Morgan
Nevada Bar No. 8215

Tenesa Scaturro Powell
Nevada Bar No. 12488

Thomas G. Pasternak (admitted *pro hac vice*)
John M. Schafer (admitted *pro hac vice*)
1635 Village Center Circle, Suite 200
Las Vegas, NV 89134
Telephone: 702-634-5000
Facsimile: 702-380-8572
Email: Melanie.morgan@akerman.com
Tenesa.scaturrow@akerman.com
Thomas.pasternak@akerman.com
jay.schafer@akerman.com

*Attorneys for Defendant
Zmodo Technology Corporation Limited*

IT IS SO ORDERED this 6th day of April, 2018.

Terry A. Tees
UNITED STATES MAGISTRATE JUDGE

EXHIBIT A

I have been informed by counsel that certain documents or information to be disclosed to me in connection with the matter entitled *Eyetalk365, LLC v. Zmodo Technology Corp. Limited* have been designated as “CONFIDENTIAL.” I have been informed that any such document or information labeled as “CONFIDENTIAL” are confidential by Order of the Court.

Under penalty of contempt of Court, I hereby agree that I will not disclose any information contained in any such documents to any other person, and I further agree not to use any such information for any purpose other than this litigation.

DATED:

Signature